

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SPECIALTY FINANCE GROUP LLC,

Plaintiffs,

v.

Case No. 1: 10-CV-1020

EP MILWAUKEE, LLC;
DOC MILWAUKEE II, LLC;
SJ P[ROPERTIES SUITES BUYCO,
EHF; PHILLIP E. HUGH;
JOHN W. ECONOMOU; and,
STEVE J. ECONOMOU;

Defendants.

**ANSWER TO COMPLAINT BY EP MILWAUKEE, LLC, JOHN ECONOMOU,
AND STEVE ECONOMOU**

Now come the defendants, EP Milwaukee, LLC, John W. Economou and Steve J. Economou, (the "Economou Defendants") and as and for an Answer to the complaint, allege and show to the court as follows:

1. Defendants admit the allegations contained in paragraph 1 of the Complaint.
2. Defendants admit the allegations contained in paragraph 2 of the Complaint.
3. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 3 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.
4. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 4 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.

5. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 5 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.
6. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 6 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.
7. Defendants admit the allegations contained in paragraph 7 of the Complaint.
8. Defendants admit the allegations contained in paragraph 8 of the Complaint.
9. Defendants admit the EP Milwaukee and DOC Milwaukee II are past and/or present general partners of DOC Milwaukee, LP but deny that SJ Property Suites Buyco is a past or present general partner. Defendants admit the remaining allegations of paragraph 9 of the Complaint.
10. Defendants admit the allegations contained in paragraph 10 of the Complaint.
11. Defendants admit that this is Plaintiff's Action, but deny the outstanding principal balance.
12. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 12 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.
13. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 13 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.
14. Defendants deny the allegations contained in paragraph 14 of the Complaint.
15. Defendants state the terms of the document speak for themselves.

16. Defendants lack sufficient information to form a belief as to the truth or falsity of the allegations made in paragraph 16 of the Complaint. Therefore, Defendants deny said allegations and demand strict proof thereof.
17. Defendants deny the allegations contained in paragraph 17 of the Complaint.
18. Defendants admit the allegation contained in paragraph 18 of the Complaint.
19. Defendants admit the allegation contained in paragraph 19 of the Complaint.
20. Defendants admit the allegation contained in paragraph 20 of the Complaint.
21. Defendants admit the allegation contained in paragraph 21 of the Complaint.
22. Defendants admit the allegation contained in paragraph 22 of the Complaint.
23. Defendants admit the allegation contained in paragraph 23 of the Complaint.
24. Defendants admit the allegation contained in paragraph 24 of the Complaint.
25. Defendants admit the allegations contained in paragraph 25 of the Complaint.
26. Defendants admit the allegations contained in paragraph 26 of the Complaint.
27. Defendants admit the allegations contained in paragraph 27 of the Complaint.
28. Defendants admit the allegations contained in paragraph 28 of the Complaint.
29. Defendants state the terms of the document speak for themselves.
30. Defendants admit the allegations contained in paragraph 30 of the Complaint, but deny that said action was free or voluntary.
31. Defendants state the terms of the document speak for themselves.
32. Defendants admit the allegations contained in paragraph 32 of the Complaint.
33. Defendants admit the allegations contained in paragraph 33 of the Complaint and affirmatively state that the reason for the shut-down was Plaintiff's breach..
34. Defendants admit that SFG provided Notice, but deny the substance of the notice.
35. Defendants admit the allegations contained in paragraph 35 of the Complaint.

- 36. Defendants state the terms of the document speak for themselves.
- 37. Defendants admit the allegations contained in paragraph 37 of the Complaint, but deny that Buyco's action were legitimate.
- 38. Defendants deny the allegation contained in paragraph 38 of the Complaint.
- 39. Defendants deny the allegation contained in paragraph 39 of the Complaint.
- 40. Defendants deny the allegation contained in paragraph 40 of the Complaint that the defaults were not cured, but admit that SFG gave Notice and the terms of the notice speak for themselves.
- 41. Defendants deny the allegations contained in paragraph 41 of the Complaint.
- 42. Defendants deny the allegations contained in paragraph 42 of the Complaint.
- 43. Defendants state the terms of the statute speak for themselves.

COUNT ONE
SUIT AGAINST GENERAL PARTNERS

- 44. Paragraphs 1 through 43 are hereby re-alleged in their entirety and incorporated herein by reference.
- 45. Defendants deny the allegations contained in paragraph 45 of the Complaint.
- 46. Defendants deny the allegations contained in paragraph 46 of the Complaint.
- 47. Defendants deny the allegations contained in paragraph 47 of the Complaint.

COUNT TWO
BREACH OF THE GUARANTY

- 48. Paragraphs 1 through 47 are hereby re-alleged in their entirety and incorporated herein by reference.
- 49. Defendants state the terms of the document speak for themselves.
- 50. Defendants state the terms of the document speak for themselves.
- 51. Defendants state the terms of the document speak for themselves.

COUNT THREE
EXPENSES OF LITIGATION

52. Paragraphs 1 through 51 are hereby re-alleged in their entirety and incorporated herein by reference.

53. Defendants deny the allegations contained in paragraph 53 of the Complaint.

54. Defendants deny the allegations contained in paragraph 54 of the Complaint.

WHEREFORE, your Defendants respectfully request that this Honorable Court dismiss Plaintiff's Complaint, deny all relief requested therein, grant Defendants reasonable attorney's fees, and grant Defendants any further and additional relief that the Court deems just and equitable.

Dated this 25 day of May, 2010.

Greg Cook Law Offices, S.C. and Pekor &
Associates, LLC, Attorneys for the EP Milwaukee,
John W. Economou and Steve J. Economou

/s/Gregory J. Cook

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